

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000116027
Facts on File Inc
132 West 31st Street 17th Fl
New York NY 10001-3406
USA

Contract ID 000000000000000000021069		Page 1 of 4
Contract Dates 01/01/2012 to 06/30/2014	Origin CPS	
Description: CPS-BOOKS LIBRARY SCHOOL ETC.	Contract Maximum \$9,999,999.00	
Buyer Name Wortman,Linda	Buyer Phone 828-5684	Contract Status Approved

Phone #: 800-322-8755

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		BOOKS, NON-TRADE PUBLICATIONS LIBRARY BINDING - REINFORCED BINDING, HARDCOVER, SHALL INCLUDE JUVENILE PUBLICATIONS WITH LIBRARY BINDING/LIBRARY BOUND EDITIONS AND SINGLE BINDINGS 15% OF THE LIST PRICE	EA	0.01000	0.00	0.00
2		NON-TRADE PUBLICATIONS: MULTIMEDIA eBOOKS (WEB BASED) AND DVDS: 15% OFF THE LIST PRICE	EA	0.01000	0.00	0.00
3		SERVICES ASSOCIATED WITH FURNISHING BOOKS. FREE PROCESSING ON ORDERS OVER \$1,500. CATALOG (CARD) KITS: \$0.40 CATALOGING AND PROCESSING: \$0.40 MACHINE READABLE CATALOGING (MARC): \$0.15 ELECTRONIC ORDERING: INTERNET (NO CHARGE): WWW.INFOBASEPUBLISHING.COM AND WWW.FILMS.COM NON-INTERNET COMPUTER BASED: PC -AND- MAC	EA	0.01000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

BACORDERS CAN BE CANCELLED AT ANY TIME.

ALL PURCHASE ORDERS MUST REFLECT "FREE SHIPPING PER BID:STATE OF VERMONT" ON THEM.

SALES POC INFORMATION:
JUSTYNA PAWLUK
800-322-8755 EXT. 2878
JPAWLUK@INFOBASELEARNING.COM

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR BOOKS (LIBRARY, SCHOOL, ETC.) ISSUED OCTOBER 24, 2011 AND VENDOR'S RESPONSE DATED NOVEMBER 21, 2011.

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL ONE (1) YEAR TERM, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 10, 2011 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

EDITIONS: UNLESS OTHERWISE SPECIFIED IN ORDERS, THE LATEST EDITIONS SHALL BE SUPPLIED.

SPECIAL EDITIONS: WHEN A TITLE IS PUBLISHED BY TWO OR MORE DIFFERENT PUBLISHERS THE ORDERING INSTITUTION RESERVES THE RIGHT TO ORDER THE EDITION REQUIRED.

BACKORDERING: BACKORDERING SHALL BE PERMISSIBLE ONLY WHEN AUTHORIZED BY THE ORDERING INSTITUTION. IN GENERAL, WHERE BACKORDERING IS AUTHORIZED, CONTRACTOR SHOULD BE ABLE TO COMPLETE ORDERS WITHIN THE FOLLOWING TIMEFRAME.

ACADEMIC LIBRARIES WITHIN 180 DAYS AFTER RECEIPT OF ORDER
SCHOOL LIBRARIES WITHIN 90 DAYS AFTER RECEIPT OF AN ORDER
PUBLIC LIBRARIES WITHIN 120 DAYS AFTER RECEIPT OF ORDER

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STATUS REPORTS: ON ALL TITLE ORDERS AND NOT SHIPPED SHALL BE SUBMITTED TO THE ORDERING INSTITUTION WITHIN 60 DAYS. ORDERS NOT RECEIVED AFTER 180 DAYS WILL BE CANCELLED.

SUBSTITUTIONS: SUBSTITUTIONS AND/OR ADDITIONAL OF TITLES OR EDITIONS SHALL NOT BE PERMITTED EXCEPT WITHOUT EXPRESS WRITTEN PERMISSION OF THE ORDERING INSTITUTIONS. ALL SUCH SUBSTITUTIONS AND/OR ADDITIONS WILL BE RETURNED TO THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL BE EXPECTED TO FURNISH THE TOTAL NUMBER OF COPIES OF ANY ONE INDIVIDUAL TITLE IN ONE SHIPMENT, UNLESS ACCOMPANIED BY AN EXPLANATION AND INDICATION OF WHEN THE BALANCE WILL BE SHIPPED. CONTRACTOR SHALL ALSO BE EXPECTED TO FILL AN ORDER FOR MULTI-VOLUME SET IN ONE SHIPMENT, UNLESS CERTAIN VOLUMES ARE NOT AVAILABLE AND ARE SO REPORTED. ORDERING INSTITUTIONS SHALL NOT ASSUME RESPONSIBILITY FOR LOSSES IN TRANSIT.

CONDITION OF BOOKS: DEFECTIVE COPIES OF BOOKS (IN BINDING, PAGINATION OR OTHERWISE) SHALL BE RETURNED AT THE CONTRACTOR'S EXPENSE. THE ORDERING INSTITUTION SHALL NOT ASSUME RESPONSIBILITY FOR LOSSES IN TRANSIT.

PACKING SLIPS AND INVOICES: A LEGIBLE PACKING SLIP, INVOICE AND/OR PURCHASE ORDER COPY MUST ACCOMPANY EACH SHIPMENT. CARTONS CONTAINING PACKING SLIP AND/OR INVOICE MUST BE SO MARKED. TITLES ON INVOICES MUST BE LISTED AS SHOWN ON THE ORIGINAL ORDER AND CONTAIN LIST PRICES, PERCENTAGE DISCOUNT OR SERVICE CHARGE, AND NET PRICE OF EACH BOOK. ANY ADDITIONAL CHARGE FOR NET PUBLICATIONS OVER AND ABOVE THE PUBLISHER'S LIST PRICE MUST BE ENUMERATED SEPARATELY ON THE INVOICE. THE INVOICE FOR THE FIRST SHIPMENT MUST CARRY A LISTING OF TITLES OUT OF PRINT (OP), TEMPORARILY OUT OF STOCK (OS), TITLES THAT ARE OUT OF STOCK INDEFINITELY (OI), OR NOT YET PUBLISHED (NYP), ETC. WHEN REPORTING BOOK(S) TEMPORARILY OUT OF STOCK AND TITLES NOT TO BE SUPPLIED FOR ANY OTHER REASON. ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECT TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES. THE CONTRACTOR SHALL INVOICE ALL PURCHASES DIRECTLY TO THE ORDERING INSTITUTION OR AGENCY.

MINIMUM ORDER: MINIMUM ORDER FOR EACH (SINGLE) DESTINATION WILL BE ONE (1) BOOK.

EXTENSION OF PRICES AND SPECIAL PROVISIONS: TAX-SUPPORTED LIBRARIES, LOCAL LIBRARIES SERVICE THE PUBLIC, POST-SECONDARY, SECONDARY AND ELEMENTARY EDUCATIONAL INSTITUTIONS MAY PARTICIPATE IN THIS CONTRACT.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

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CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

PERFORMANCE MEASUREMENTS

1. DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER ON AN ALTERNATE DELIVERY SCHEDULE (EXAMPLE-LONGER LEAD-TIME DUE TO MANUFACTURING CYCLE WHEN ORDERED FROM OEM). THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTORS DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.

2. THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THIS CONTRACT, A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.

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3. ORDERING - SUPPLIER MUST RESPOND TO CUSTOMERS REQUESTS FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE CUSTOMER WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT, WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

LINDA WORTMAN
PURCHASING AGENT
802-828-4658
FAX 802-828-2222
linda.wortman@state.vt.us

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

CHANGE ORDER #1 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO DECEMBER 1, 2013 UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

TERMS AND CONDITIONS: ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS DATED 11/07/12 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED 11/10/10 SUPERSEDED ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS DATED 01/10/2011 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED 12/05/08.

CHANGE ORDER #2 - THE STATE IS HEREBY ELECTING TO RENEW THIS CONTRACT FOR AN ADDITIONAL SIX MONTHS THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT TILL JUNE 30, 2014 UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____